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Tax/Billing

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County Auditor

MVP System

under the Schedule and who shall be the primary point of contact for Customer. Customer may replace the person serving as its Customer Project Manager upon prior written notice to Manatron.

7. INSURANCE

7.1 Insurance Coverage. During the term of this Agreement, Manatron shall maintain insurance coverage covering its operations as follows:

Insurance Type	Maximum Coverage Amount (per occurrence)
Workers' Compensation and Employer' Liability.	No less than the limits of liability required by law.
Automobile Liability.	No less than \$1,000,000
Data Processing Errors & Omissions.	\$3,000,000
Commercial General Liability:	
General Aggregate	\$ 2,000,000
Products	2,000,000
Personal/Advertising Injury	1,000,000
Each Occurrence	1,000,000
Fire Damage	1,000,000
Medical Expenses	10,000

7.2 Certificate. Upon request by Customer, Manatron shall provide Customer with certificate(s) of insurance. Manatron shall use all commercially reasonable efforts to provide Customer with at least thirty (30) days written notice prior to the expiration or cancellation of coverage afforded under the applicable policies.

8. FEES AND PAYMENT TERMS.

8.1 License Fees. Customer shall pay Manatron the license fees set forth in the applicable Schedule. Unless otherwise provided in the applicable Schedule, the license fees shall be payable in full by Customer upon the earlier of: (i) execution of this Agreement, (ii) execution of the applicable Schedule, or (iii) delivery of Software to Customer.

8.2 Support Fees. Customer agrees to pay Manatron the support fees set forth in the applicable Schedule. Unless otherwise stated in the applicable Schedule, support fees shall be invoiced annually, in advance, commencing on the first day of the month next following the date of installation. Manatron shall have the right to increase the annual support fees for existing Software Releases upon prior written notice to Customer provided that such increase shall not exceed the adjustment to the Consumer Price Index (CPI) over the preceding period plus three percent (3%). In the event Manatron provides Customer with any new software product or Release, Manatron may publish and apply a revised Support Services fee schedule that shall not be subject to the aforementioned price increase limitations. The annual support fee shall be adjusted to reflect any purchases of additional Seat licenses by Customer.

8.3 Other Services Fees. Unless otherwise stated in the applicable Schedule, Customer shall pay all fees for Services (other than Support Services) on a time-and-material basis based on Manatron's then-current rates and charges for the Services. Manatron will bill other Services as used.

8.4 Hardware Fees. Customer agrees to pay Manatron the fees for Hardware set forth in the applicable Schedule. Unless the applicable Schedule states otherwise, Hardware fees shall be due and payable in full by Customer upon Customer's receipt of the Hardware.

8.5 Reimbursable Expenses. Customer agrees to reimburse Manatron for all reasonable and customary out-of-pocket expenses, including, but not limited to, travel, tolls, parking, lodging and communication expenses incurred by Manatron in connection with the performance of Services. Meal expenses shall not exceed Manatron's then-current per-diem amount.

8.6 Invoices/Acceptance. All invoices shall be paid in accordance with the terms set forth in the applicable Schedule. If Customer delays an invoice payment for any reason, Customer shall promptly notify Manatron in writing

the reasons for such delay. Unless otherwise agreed by both parties, Manatron may apply any payment received to any delinquent amount outstanding.

8.7 Taxes. The fees set forth in this Agreement do not include any amounts for taxes. Unless Customer provides Manatron with proof of exemption therefrom, Customer shall pay all applicable taxes levied by any tax authority based upon this Agreement, the Software, Hardware and/or any Professional Services performed by Manatron, excluding any taxes based upon Manatron's income. It shall be Customer's sole obligation to challenge the applicability of any tax. If Customer shall become subject to tax at any time following the execution of this Agreement, Manatron shall have the right to assess the tax liability applicable under this Agreement to Customer and Customer agrees to pay Manatron for such tax liability within thirty (30) days after receiving written notice of such tax liability from Manatron.

8.8 Penalties for Delay. Neither Customer nor Manatron shall be subject to any delay penalty, contract fee adjustment, offset or liquidated damages as a result of any delay, except for the delay of payment(s) as set forth in Section 8, unless specifically set forth in the applicable Schedule.

8.9 Price Changes. If Manatron utilizes a third-party Hardware Maintenance services provider, Manatron shall be entitled to change any price charged to Customer for Hardware Maintenance services upon thirty (30) days prior (to the next invoicing cycle) written notice in order to pass through to the Customer any price increases or decreases which the Hardware Maintenance services provider may from time to time make. Manatron shall be entitled to increase any price charged to Customer for Third-Party Software and/or Hardware Maintenance services provided by Manatron upon thirty (30) days prior written notice to Customer, no more than once every twelve (12) month period under this Agreement.

9. ADDITIONAL CUSTOMER RESPONSIBILITIES.

9.1 Communications Equipment. Customer shall, at its sole expense, install and maintain communications equipment that will permit Manatron to have direct dial-up access to Customer's Computer System, including without limitation, modems and a dedicated, voice-grade phone line (no operator interface). The equipment shall meet Manatron's published specifications. Customer acknowledges that maintenance of the appropriate communications equipment is a condition precedent to Manatron's provision of Support Services.

9.2 Site Condition. Customer shall maintain site conditions that conform to common industry standards for all computer systems and/or media devices.

9.3 Records. Customer shall create and maintain timely, accurate and readable electronic back-ups of all data, program and system files.

9.4 Computer Virus Protection. Customer shall, at its own expense, install and periodically update a computer virus program to protect its Computer System and database from computer viruses that may from time-to-time be transmitted or downloaded. Manatron shall not be responsible for any computer virus and expressly disclaims any liability for loss or damage caused by any computer virus on Customer's computer platform or database.

9.5 Security. Customer shall, at its own expense, protect the security of its Computer System and to prohibit unauthorized access to the Computer System. Manatron shall not be responsible for any security breach and expressly disclaims any liability for loss or damage caused by the unauthorized access to Customer's Computer System.

10. WARRANTIES.

10.1 Software. Manatron warrants that the Software will conform in all material respects to the functional specifications contained in its then-current Documentation for a period of thirty (30) days after the Acceptance Date. Manatron agrees to correct or replace, at no charge, any nonconformity of which it receives notice during the warranty period. In addition, Manatron warrants that any Enhancement, Customization, Compliance Update and/or Error Correction will conform in all material respects to the functional specifications contained in the then-current Documentation. The warranty for any Enhancement, Compliance Update and/or Error Correction shall expire

SUMMARY SCHEDULE FOR PERRY COUNTY, INDIANA

Schedule No. IN2004.011.01

ONE TIME FEES	
DESCRIPTION	Total Price
HARDWARE	\$ 3,194.00
THIRD-PARTY SOFTWARE	\$ -
SOFTWARE	\$ 58,000.00
PROFESSIONAL SERVICES (Billed as Used)	\$ 24,250.00
Total One Time Fees - Plus Freight:	\$ 85,444.00

pd 3-6-06
pd 9-1-05
25% = \$14,500
pd 10-3-05
60% = \$34,800
pd 7-06
15% = \$8,700

Payment Terms for One Time Fees: Manatron will invoice 100% of the Hardware and Third Party Software upon receipt by Customer. Manatron shall invoice 25% of the Software on agreement execution (signing), 60% on the Installation Date and 15% on Acceptance, in accordance with Section 8.1 of the Master Agreement, except for those instances in which the total Software amount is less than \$10,000, in which case said amount shall be invoiced 100% on installation. Professional Services fees are due and payable after Manatron performs such service in accordance with Manatron's invoice(s) that shall be sent to the Customer. Customer is responsible for all travel-related expenses associated with Manatron's consulting/training services. The fees set forth in this Agreement do not include any amounts for taxes. Unless Customer provides Manatron with proof of exemption therefrom, Customer shall pay all applicable taxes levied by any tax authority based upon this Agreement, the Software, Hardware and/or any Professional Services performed by Manatron, excluding any taxes based upon Manatron's income.

It shall be Customer's sole obligation to challenge the applicability of any tax. If Customer shall become subject to tax at any time following the execution of this Agreement, Manatron shall have the right to assess the tax liability applicable under this Agreement to Customer and Customer agrees to pay Manatron for such tax liability within thirty (30) days after receiving written notice of such tax liability from Manatron.

ONGOING FEES	
DESCRIPTION	Total Price
HARDWARE MAINTENANCE SERVICES	\$ -
SOFTWARE SUPPORT SERVICES	\$ 22,080.00
Total Ongoing Fees:	\$ 22,080.00

pd 3-6-06

Payment Terms: Hardware Maintenance Services shall be invoiced annually, in advance, commencing on the first day of the month next following the date of Hardware installation or the commencement of Hardware Maintenance Services; whichever is earlier. If Manatron utilizes a third-party equipment maintenance services provider, Manatron shall be entitled to change any price charged to Customer for Hardware maintenance services upon thirty (30) days prior (to the next invoicing cycle) written notice in order to pass through to the Customer any price increases or decreases which the Hardware maintenance services provider may from time to time make. Manatron shall be entitled to increase any price charged to Customer for Hardware maintenance services provided by Manatron upon thirty (30) days prior written notice to Customer, no more than once every twelve (12) month period under this Agreement.

Payment Terms: Software Support: Support fees are due and payable in advance of each annual term and subject to increases as defined in section 8.2 of the Master Agreement.

Date: June 23, 2005 ek